The Order of the Court is stated below:
Dated: November 04, 2026 08:56:52 PM **/s/** DAVID J WILLIAMS
District Court Judge

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IN THE SECOND JUDICIAL DISTRICT COURT
IN AND FOR DAVIS COUNTY, STATE OF UTAH

In the Matter of the Marriage of: **MARCOS ESCALERA,** Petitioner, and **HANNAH ESCALERA,** Respondent.	**DECREE OF DIVORCE** Case No. 264701109 Judge David J. Williams Commissioner Julie Winkler

This matter came before the Court pursuant to the Verified Petition for Divorce, Respondent's Answer, the parties' Memorandum of Understanding Following Mediation dated September 26, 2026 (the "Agreement"), the Motion for Entry of Decree of Divorce, and the Findings of Fact and Conclusions of Law. The Court, being fully informed and good cause appearing, hereby

ORDERS, ADJUDGES, AND DECREES

The parties are granted a Decree of Divorce, severing the bonds of matrimony heretofore existing between them, effective upon entry of this Decree.

1. Marriage Information. Marcos Escalera and Hannah Escalera were married on April 8, 2024, in Provo, Utah County, Utah, and separated on June 20, 2026.

2. Children. The parties are the parents of two minor children: E.J.E., born June 16, 2023, and L.S.E., born May 15, 2025.

3. Final Agreement. The Agreement reached through mediation on September 26, 2026, is approved and incorporated into this Decree to the extent set forth below. The provisions concerning the minor children remain subject to the Court's continuing jurisdiction and applicable law.

CUSTODY

4. Respondent/Mother, Hannah Escalera, shall have sole custody of the parties' two minor children.

5. Mother shall reside with the minor children in the State of Utah. The parties shall maintain residences within fifty (50) miles of one another.

PARENT-TIME THROUGH DECEMBER 31, 2026

6. Beginning September 27, 2026, through November 9, 2026, Father shall exercise supervised parent-time. Father's approved supervisors are Father's father and Father's aunt, Jenny. An approved supervisor shall be present during Father's supervised parent-time. During this period, Father shall have parent-time on Fridays from 3:30 p.m. to 7:30 p.m. and Sundays from 2:00 p.m. to 6:00 p.m.

7. After November 9, 2026, Father's Friday and Sunday parent-time shall become unsupervised and shall continue through December 31, 2026, on Fridays from 3:30 p.m. to 7:30 p.m. and Sundays from 2:00 p.m. to 6:00 p.m.

8. For Thanksgiving 2026 only, Father shall have the minor children on the day after Thanksgiving from 10:00 a.m. until 6:00 p.m.

9. For Christmas 2026 only, Father shall have one overnight with the minor children. Father shall pick up the children at 10:00 a.m. on December 24, 2026, and the children shall be returned or exchanged with Mother at 10:00 a.m. on December 25, 2026.

PARENT-TIME BEGINNING JANUARY 1, 2027

10. Beginning January 1, 2027, Father's parent-time shall be governed by Utah Code § 81-9-303, subject to the specific modifications set forth herein.

11. Father shall exercise regular overnight parent-time on the first and third weekends of each month, beginning Thursday at 5:30 p.m. and continuing until Sunday at 6:00 p.m.

12. In addition to the first- and third-weekend parent-time, Father shall exercise parent-time every Monday from 4:30 p.m. until 8:30 p.m.

13. Except for the specific modifications set forth herein, the parties shall follow the parent-time provisions of Utah Code § 81-9-303. Where a specific provision herein differs from the statutory schedule, the specifically agreed provision herein controls.

PARENT-TIME EXCHANGES

14. All parent-time exchanges shall occur at either (a) the police station closest to Mother's residence, or (b) Mother's place of employment at the daycare. The parties shall continue to comply with any exchange requirements contained in the existing protective order.

VIDEO CALLS AND PARENT COMMUNICATION

15. Father shall have a video call with the minor children every Wednesday at 6:30 p.m. through OurFamilyWizard. Beginning with Father's overnight parent-time in 2027, Mother shall be permitted one video or FaceTime call with the minor children every Saturday at 6:30 p.m. when the children are in Father's possession. The parties shall reasonably facilitate the children's participation in these calls.

16. All communications between the parties concerning the minor children shall occur through OurFamilyWizard. Both parties shall maintain access to and use OurFamilyWizard. Nothing herein authorizes communication prohibited by the existing protective order, and all communications shall remain consistent with that order.

RIGHT OF FIRST REFUSAL

17. The parties shall have a mutual right of first refusal for childcare required because of work obligations. If either parent requires childcare for four (4) or more hours or overnight due to work, that parent shall first offer the other parent the opportunity to care for the children before arranging childcare with a third party.

CHILD SUPPORT

18. Beginning October 1, 2026, Father shall pay Mother child support in the amount of $550.00 per month. The parties represented that the agreed child-support amount is based upon Mother's income of approximately $11.00 per hour and Father's income of approximately $23.00 per hour.

MEDICAL, DENTAL, AND CHILD-RELATED EXPENSES

19. Father shall maintain medical insurance for the minor children and shall be responsible for the cost of providing the children's medical insurance coverage. Petitioner's attorney shall provide Mother by email with copies of the children's medical and dental insurance cards.

20. The parties shall each be responsible for fifty percent (50%) of the children's uninsured or unreimbursed medical expenses. Upon receipt of a receipt or other documentation, the responsible party shall reimburse his or her fifty-percent share within thirty (30) days.

21. The parties shall each be responsible for fifty percent (50%) of the children's extracurricular activity expenses and school fees. Upon receipt of documentation or a receipt for a qualifying expense, the other party shall reimburse his or her fifty-percent share within thirty (30) days.

TAX DEPENDENCY CLAIMS

22. Subject to applicable federal and state tax law, Mother shall be entitled to claim L.S.E. as a dependent each tax year, and Father shall be entitled to claim E.J.E. as a dependent each tax year. The parties shall cooperate in signing documents reasonably required to effectuate this provision.

CHILDREN'S PASSPORTS

23. The parties shall cooperate in obtaining passports for both minor children, including signing documents reasonably necessary to obtain the passports. Mother shall maintain possession of the children's passports. When Father requires the passports for authorized travel with the children, Mother shall make them available as reasonably necessary for the travel.

ALIMONY

24. The parties mutually waive alimony. Neither party shall pay or receive alimony from the other.

VEHICLES AND AUTOMOBILE INSURANCE

25. Father is awarded the 2018 Chevrolet Impala as his sole and separate property.

26. Mother is awarded the 2019 Nissan Rogue as her sole and separate property. Mother shall refinance the Nissan Rogue to remove Father's name from the associated financing obligation.

27. Marcos shall be removed from the automobile insurance policy. Marcos shall pay Hannah $100.00 on or before October 1, 2026, as his agreed contribution toward the automobile insurance payment.

DEBTS

28. Hannah shall assume responsibility for and pay the Amazon credit card, the Goldenwest credit card held in both parties' names, and the Mountain America credit card held in Hannah's name. Hannah shall be responsible for these debts as between the parties.

29. Marcos shall assume responsibility for and pay the Mountain America credit card held in Marcos's individual name, the Affirm credit account, and approximately $1,400.00 in back taxes owed by the parties. Marcos shall be responsible for these debts as between the parties.

CURRENT RESIDENTIAL LEASE

30. Marcos shall be responsible for payment of the current residential lease for the residence in which he presently resides through July 2027. The parties shall cooperate in attempting to have Hannah's name removed from the lease.

RETIREMENT AND REMAINING PROPERTY

31. Marcos shall retain his existing retirement account as his sole and separate property, and Hannah waives any claim to that retirement account.

32. The parties represent that there are no additional assets or debts requiring division between them. Except as specifically provided herein, each party shall retain the personal property presently in his or her possession and shall be responsible for debts individually incurred or assigned to that party. The parties shall divide all remaining personal property in good faith and by mutual agreement, make reasonable efforts to ensure a fair and equitable division.

EXISTING PROTECTIVE ORDER

33. The parties acknowledge that a protective order is currently in effect and shall comply fully with that order. Nothing herein modifies, supersedes, waives, or otherwise alters the requirements of the protective order unless subsequently ordered by a court of competent jurisdiction.

SO ORDERED.

*******END OF ORDER*******

*****EXECUTED AND ENTERED BY THE COURT AS INDICATED BY THE SIGNATURE, STAMP, DATE AND SEAL APPEARING ABOVE*****

Approved as to Form:

/s/ Paul D. Benson

Paul D. Benson
Attorney for Petitioner

RULE 7 NOTICE

You will please take notice that pursuant to Rule 7 of the Utah Rules of Civil Procedure, the foregoing DECREE OF DIVORCE is submitted for signature at the expiration of seven days unless written objection is filed within that time period.

CERTIFICATE OF SERVICE

I hereby certify that on the 20th day of October, 2026, I caused a true and correct copy of the foregoing DECREE OF DIVORCE to be served upon the following by electronic mail and/or the Court's electronic filing system:

Hannah Escalera
145 East 5250 South
Ogden, Utah 84405
clark.hannah34@gmail.com
Respondent, Pro Se

/s/ Aubry Mendes
Aubry Mendes